

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING D0-C9		PAGE OF PAGES 1 2679	
2. CONTRACT (Proc. Inst. Ident.) NO. NAS8-03078		3. EFFECTIVE DATE July 3, 2003		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. * 4200018499			
5. ISSUED BY Procurement Office/PS32D/Glynda H. Meeks George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS32D		6. ADMINISTERED BY (If other than Item 6) Same as Block 5.		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) EG&G Technical Services, Inc. Attn: Mr. George Melton 15705 Long Vista Drive Austin, Texas 78720-1088		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> DESTINATION		9. DISCOUNT FOR PROMPT PAYMENT None			
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Clause B.7			
		CODE		FACILITY CODE			
11. SHIP TO/MARK FOR N/A		CODE		12. PAYMENT WILL BE MADE BY Accounting Operations Office NASA, George C. Marshall Space Flight Center Marshall Space Flight Center, AL 35812 Automated Invoice Payment Information: (256) 544-5566		CODE RS23	
13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
		Center Operations Support Services		Base Year			
						15E. UNIT PRICE	
						15F. AMOUNT	
						\$12,711,134	
15G. TOTAL AMOUNT OF CONTRACT						\$12,711,134	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) Thomas S. Walter, VP, Contracts & Pricing				20A. NAME OF CONTRACTING OFFICER Byron W. Butler			
19B. NAME OF CONTRACTOR  (Signature of person authorized to sign)		19C. DATE SIGNED 5-22-03		20B. UNITED STATES OF AMERICA BY Original signed by (Signature of Contracting Officer)		20C. DATE SIGNED 7/3/2003	

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

- A. The purpose of this contract is to acquire a broad range of Center Operation Support Services (COSS) for the Marshall Space Flight Center (MSFC). This performance-based contract provides two basic methods for the acquisition of these services.
1. The first method is Firm Fixed Price (FFP) Lump Sum. Under this method, the Contractor is required to furnish all the services listed in each part of Attachment J-1, Statement of Work (SOW) identified as Lump Sum. The services to be provided on a Lump Sum basis are subject to the "Variation in Quantity" clause which is set forth in Clause F.2.
 2. The second method for acquiring services is through the use of an Indefinite Delivery Indefinite Quantity (IDIQ) provision. Work under the IDIQ portion will either be FFP, Prepriced Work (PPW), or Time and Materials (T&M). The purpose of this provision is to allow the Government to acquire indefinite services as addressed under Attachment J-1. IDIQ requirements cannot be adequately defined for inclusion in the Lump Sum portion of the contract. These IDIQ services are not subject to Clause F.2, "Variation in Quantity."
- B. In a manner consistent with the MSFC's values, the Contractor shall provide all resources, including management, supervision, labor, materials, tools, and equipment (except as may be expressly stated in this contract as made available by the Government) necessary to provide COSS in accordance with the Description/Specifications/Work Statement in Attachment J-1.

(End of Clause)

B.2 GENERAL

This contract is a performance-based contract containing FFP Lump Sum and FFP, PPW, or T&M IDIQ work. This contract is for a one-year base period and four 1-year option periods. The contract includes a Schedule of Prices from which deductions shall be taken for work that is not performed or does not meet the requirements specified. All work shall be performed under the terms and conditions of this contract as either FFP Lump Sum or as IDIQ.

A. FFP Lump Sum Work

Work that can be identified in advance, both in sufficient detail and quantities, and for which a fair and reasonable price can be obtained is identified as FFP Lump Sum work, henceforth identified as Lump Sum work. Lump Sum prices include all overhead, G&A, profit, and anything else that applies to delivering the services listed in the "Schedule of Prices for Lump Sum Work," located at the end of this section. Lump Sum work in this contract includes all work identified in each part of Attachment J-1 as Lump Sum work and is subject to the deductions determined by the Performance Requirements Summary (PRS) in conjunction with the Schedule of Prices and the Consequences of Contractor's Failure to Perform Required Services Clause in Section E. All work specified as Lump Sum is not subject to the application of a coefficient factor (addressed in Section B.5).

B. Indefinite Quantity (IDIQ) Work

Work that is of a recurring nature but cannot be sufficiently identified or quantified in advance is identified as IDIQ work. IDIQ work includes all work identified as IDIQ in Attachment J-1. IDIQ will be issued as either FFP, PPW, or T&M. FFP may be based on Unit Price Book labor hours, fixed labor rates, and materials, or a combination of these with Specialty Services and/or PPW. Specialty Services may be stand-alone FFP work. T&M work will be limited to those instances where the Government decides that work cannot be adequately defined at any time during the work process to develop a FFP cost estimate. See Clause B.5, for applicable coefficients. IDIQ shall be ordered in accordance with Federal Acquisition Regulation (FAR) clause "Ordering," "Order Limitations," and "Indefinite Quantity," and Clause B.4 - Ordering Procedures.

The guaranteed minimum quantity of work that will be ordered under the IDIQ portion of this contract shall be \$1,000,000 per contract year. The maximum amount, not-to-exceed (NTE), of IDIQ work the Government may order is the IDIQ ceiling dollar value for the contract base period and option periods as listed below:

CEILING VALUE

Base Period	\$10,000,000
Option Period 1	\$15,000,000
Option Period 2	\$15,000,000
Option Period 3	\$15,000,000
Option Period 4	<u>\$15,000,000</u>
TOTAL	\$70,000,000

Although the ceiling value is established at \$10,000,000 for the Base Year and \$15,000,000 for Option Years 1, 2, 3, and 4, the anticipated value of work to be ordered under IDIQ is a range of \$2,500,000 - \$5,000,000 per contract year. The Government is not obligated to place any orders under this contract for IDIQ work except for the guaranteed minimum stated above. If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable price adjustment.

(End of Clause)

B.3 SCHEDULE OF PRICES

- A. The total firm fixed price of all Lump Sum work contained in Attachment J-1 is delineated in the "Schedule of Prices for Lump Sum Work," located at the end of this section, for the base year and each of the four option years. When there is a difference between a unit price and the extended total amount, the unit price is held to be the intended price and the total amount will be calculated accordingly. The "Schedule of Prices for Lump Sum Work" is in Microsoft Excel spreadsheets.
- B. IDIQ price schedules for the base year and each of the four option years, utilizing Microsoft Excel spreadsheets titled "Schedule of Prices for Prepriced Work," "Schedule of Prices for Coefficients," and "Schedule of Prices for Fixed Labor Rates," are located at the end of this section.
- C. The total estimated not-to-exceed amount for performance of all work for the applicable price is as follows and shall not be exceeded without prior written approval of the Contracting Officer.

SECTION B

<u>PERIOD COVERED</u>	<u>LUMP SUM AMOUNT</u>	<u>NTE IDIQ AMOUNT</u>	<u>TOTAL ESTIMATED NOT-TO-EXCEED</u>
Base Period: 7/1/03 - 6/30/04	\$12,711,134	\$10,000,000	\$22,711,134

Total not-to-exceed price for each option year is set forth below:

<u>PERIOD COVERED</u>	<u>LUMP SUM AMOUNT</u>	<u>NTE IDIQ AMOUNT</u>	<u>TOTAL ESTIMATED NOT-TO-EXCEED</u>
Option Year 1 7/1/04 - 6/30/05	\$12,261,300	\$15,000,000	\$27,261,300
Option Year 2: 7/1/05 - 6/30/06	\$12,098,370	\$15,000,000	\$27,098,370
Option Year 3: 7/1/06 - 6/30/07	\$11,830,241	\$15,000,000	\$26,830,241
Option Year 4: 7/1/07 - 6/30/08	\$11,676,726	\$15,000,000	\$26,676,726

(End of Clause)

B.4 IDIQ ORDERING PROCEDURES

- A. The Contracting Officer shall issue all IDIQ work under this contract. As required, blanket Delivery Orders (DOs) shall be issued to establish a dollar value ceiling for issuance of Facility Work Requests (FWRs). Technical monitors, appointed by the Contracting Officer, shall direct the issuance of FWRs to request and schedule specific services under \$500,000. All FWRs shall be subject to the review and approval of the COTR. Delivery Orders will be issued on MSFC Form 3988 - Order for Supplies or Services, and FWRs will be issued on Form 199 (see example attached to SOW).
- B. Emergency requests may be issued by oral communication with established not-to-exceed values, where written confirmation will follow within 72 hours. Upon written confirmation, the Contractor shall follow the IDIQ procedures outlined in Attachment J-1, Paragraph 1.6.

(End of Clause)

B.5 IDIQ WORK

A. PREPRICED - IDIQ WORK

The Contractor shall perform any and all functions specified in the SOW as Prepriced for the amounts offered in the Section B Microsoft Excel spreadsheet titled "Schedule of Prices for Prepriced Work," for the base and each option year, included at the end of this section. The Contractor shall prepare proposals in accordance with the provisions of Attachment J-1, Paragraph 1.6 for Prepriced IDIQ work. Prepriced work includes all costs, direct and indirect, including labor, materials, tools, and special equipment, overhead, G&A, and profit, to provide one unit of work-in-place, as listed on the "Schedule of Prices for Prepriced Work."

B. COEFFICIENT FACTOR – FFP IDIQ

The Contractor shall perform any and all Unit Price Book, Fixed Labor Rate, and Specialty Services specified in the SOW, on individual FWRs or DOs, against this contract for the bare cost specified, multiplied times an applicable coefficient factor described and explained below. As used herein, bare costs means the amount agreed to or determined in accordance with the provisions of Attachment J-1 before the application of the applicable coefficient factor. The coefficient factor submitted by the Contractor for the base and each option year in the "Schedule of Prices for Coefficients," located at the end of this section, shall be applied to the total of the bare costs to establish the price of each FWR or DO.

1. Labor Coefficient

The following three (3) subfactors are used to develop the Contractor's coefficient factor:

a. Indirect Subfactor

The Indirect Subfactor includes all costs that would normally be charged as indirect. Accordingly, the specified price of individual FWRs or DOs will not include costs for any of the following, or any other costs which are normally treated as indirect: General and Administrative; Overheads; Labor Burdens; Subcontract Administration; Quality Control; Office Management and Equipment; Project Management and Supervision; Proposal Preparation; Price Quotations; Employee Payroll Taxes; Insurance; Business Taxes; Memberships; Depreciation of Equipment, Tools, and Office Equipment; Compliance with Tax and Labor Laws; Accounting; Procurement; Personnel Administration; Training/Certifications; Safety and Compliance with Environmental Laws (i.e. Safety

Rails, face and clothing protection, etc.); As-built Drawings; Submittals; Permits; Licenses; Insurance; Protection of and/or Moving Government Property; Traffic and Work Site Signs and Barriers; Temporary Utilities; All Waste and Excess Material; Mobilization and Close-out for each FWR/Delivery Order; General Equipment including Ladders, Scaffolding, Wheelbarrows, Small Tools and other Construction Aids; Security; Clean-up including Vacuums; Dumpster and Loading Charges; and Bin Materials.

In addition to the above, the following items shall be included in the Indirect Subfactor and not priced separately in individual FWRs or DOs:

- (1) Costs for ladders, rolling scaffolds, scissors, lifts, etc., for work up to 15 feet above finished floors
- (2) Dumpster and loading charges for FWRs or DOs with a total price of less than \$25,000
- (3) Costs for signs, traffic cones, barricades, caution tape, safety tape, etc.
- (4) Costs for confined entry equipment
- (5) Costs for cleanup work including vacuums, filters, etc.
- (6) Equipment costs for small, commonly used tools
- (7) Subcontractor mark-ups for overhead and profit
- (8) Bin materials and supplies listed in Attachment J-1
- (9) Asbestos equipment, such as HEPA vacuums, decontamination units, and respirators.

The Indirect Subfactor should be entered as a multiplier in the "Schedule of Prices for Coefficients." For example, if the indirect amount of 20% was proposed by the Contractor to cover all indirect costs, the Contractor should enter 1.20.

b. Work Conditions Subfactor:

Some or all of the following work conditions apply to most FWRs or DOs issued by the Government at MSFC and therefore shall be included in the Contractor coefficient factor and not priced separately in individual FWRs or DOs. The Contractor shall include in this subfactor any adjustments necessitated by operating under these conditions:

- (1) Working in occupied areas
- (2) Working through/above ceiling grids
- (3) Disruptions and allowances for utility and equipment outages
- (4) Working in phases

- (5) Working in restricted or confined areas
- (6) Working in congested spaces
- (7) Disruptions and allowances for tests
- (8) Disruptions and allowances for excavation and work restrictions during missions

The Work Condition Subfactor should be entered as a multiplier in the "Schedule of Prices for Coefficients." For example, if an amount of 1% was proposed by the Contractor to cover work conditions, the Contractor should enter 1.01.

c. Profit Subfactor

This subfactor represents the percentage of profit for the IDIQ portion of the contract. The Profit Subfactor should be entered as a multiplier in the "Schedule of Prices for Coefficients." For example, if an amount of 5% of the total price was proposed for profit, the Contractor should enter 1.05.

The resulting Contractor FFP coefficient is the product of the applicable subfactors.

2. Material Coefficient

Material handling coefficient shall include only costs clearly excluded from the labor-hour rate. Material handling coefficient may include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures.

C. COEFFICIENT FACTOR - T&M IDIQ WORK

1. Labor Coefficient

The following two (2) subfactors are used to develop the Contractor's T&M labor coefficient factor:

a. Indirect Subfactor:

The indirect subfactor shall consist of the Contractor's overhead and general and administrative expense.

The indirect subfactor should be entered as a multiplier in the "Schedule of Prices for Coefficients." For example, if the indirect amount of 20% was proposed by the Contractor to cover

indirect costs, the Contractor should enter 1.20.

b. Profit Subfactor:

This subfactor represents the percentage of Profit for T&M IDIQ. The Profit Subfactor should be entered as a multiplier in the "Schedule of Prices Coefficients." For example, if an amount of 5% of the total price was proposed for profit, the Contractor should enter 1.05.

The resulting Contractor T&M labor coefficient is the product of the applicable subfactors.

2. Material Coefficient

Material handling coefficient shall include only costs clearly excluded from the labor-hour rate. Material handling coefficient may include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures.

D. SPECIALTY SERVICES AND EQUIPMENT COEFFICIENT

Some items that are included in IDIQ work shall be priced as specialty services and equipment. This will include major equipment purchases as single self-functioning units, costing \$10,000 or greater or services such as tube cleaning or unexploded ordinance surveys. The Contractor's proposed specialty services and equipment quotes will be adjusted by the "Specialty Services and Equipment Coefficient (CLIN 00X3.007)."

Specialty Services and Equipment will not utilize the coefficient factor and subfactors detailed above, but will have a separate and unique coefficient specifically for subcontracted work. This coefficient, submitted by the Contractor, will be fixed for the base year and option years and detailed in the Microsoft Excel spreadsheet titled "Schedule of Prices for Coefficients" located at the end of this section.

The subfactors and coefficients for FFP, T&M, and Specialty Services and Equipment work for each contract period are as depicted in the Microsoft Excel spreadsheet titled "Schedule of Prices for Coefficients," included at the end of this section.

Fixed Labor Rates are considered non-Prepriced items. These rates are fixed for the base year and option years as submitted by the Contractor and detailed in the Microsoft Excel spreadsheet titled "Schedule of Prices for Fixed Labor

Rates” located at the end of this section.

(End of Clause)

B.6 METHOD OF DEDUCTIONS

This contract is performance-based and utilizes various means to calculate deductions if the Contractor fails to perform required services. The Schedules of Prices, the Contractor’s Self-Evaluation of Performance, and the Performance Requirements Summary (PRS) will be used to assess the Contractor’s performance and to determine deductions pursuant to the Consequences of Contractor’s Failure to Perform Required Services Clause in Section E.

The prices for this effort in the “Schedule of Prices for Lump Sum Work” are located at the end of this section. These prices will be used to calculate the deductions defined by the PRS located in Section E.

(End of Clause)

B.7 CONSIDERATION AND PAYMENT

- A. Lump Sum (Firm Fixed Price) Work - The Contractor shall be paid for the work called for in Attachment J-1, identified as Lump Sum work, as set forth in the “Schedule of Prices for Lump Sum Work” located at the end of this section. Payment for completed Lump Sum work, minus any deductions made pursuant to the Consequences of Contractor’s Failure to Perform Required Services Clause in Section E, shall be made monthly upon submission of Contractor’s properly certified invoices, after the Performance Evaluation Meeting with the Contractor. The Contractor shall submit a monthly Self-Evaluation of Performance (See Section E.7). Deductions for nonconforming work shall be taken on a monthly basis from the Contractor’s invoice. The Contractor’s Self-Evaluation will be considered by the Government in its monthly evaluation of nonconforming work.
- B. IDIQ Work - The Contractor shall be paid for the work called for in Attachment J-1, identified as IDIQ work, as ordered and satisfactorily completed minus any deductions made pursuant to the Consequences of Contractor’s Failure to Perform Required Services Clause in Section E. Payment for completed IDIQ work will be itemized on one monthly invoice for completed individual FWR and DOs. For those FWRs that exceed \$25,000, the Contractor can receive partial payments of no more than 85% of unique and identifiable material costs incurred under each maintenance job. The MSFC Technical Monitor shall certify the

schedule submitted. The Contracting Officer reserves the right to require a network analysis schedule for any FWR or DO. A deduction for nonconforming work shall be taken monthly from the Contractor's invoice. The Contractor shall submit a Self-Evaluation of Performance each month (See Section E.7). The Contractor's self-evaluation will be considered by the Government in its monthly evaluation of nonconforming work.

- C. All as-built drawings shall be submitted prior to acceptance of the work and final payment of any FWR or DO.
- D. The data required in DRD 987MA-003, along with the Contractor's SF 1034 - Public Voucher for Purchases and Services Other Than Personal, shall serve as the complete invoice. Distribution shall be in accordance with the DRD.

(End of Clause)

B.8 LIMITATION OF FUNDS (FIXED-PRICE CONTRACTS) (1852.232-77) (MAR 1989)

- A. Of the total price of items identified as Lump Sum for the Base Period, the sum of \$3,000,000 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	October 24, 2003	Amounts	\$3,000,000
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- B. The Contractor agrees to perform or have performed work as specified in paragraph A. above up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs F. and G. of this clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

- F. The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph A., above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

(Remainder of Page Intentionally Left Blank)

SECTION B

- C. 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 23, 2003 (enter date).
2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs F. and G. of this clause will approximate 75 percent of the total amount then allotted to the contract.
3. a. The notice shall state the estimate when the point referred to in subparagraph above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph 1. above, or an agreed date substituted for it.
- b. The Contractor shall, 60 days in advance of the date specified in subparagraph 1. above, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
4. If, after the notification referred to in subdivision 3.a. above, additional funds are not allotted by the date specified in subparagraph 1. above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- D. When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs B. and C., above shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- E. If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an

B.9 CONTRACT LINE ITEM NUMBER (CLIN) EXPLANATION

CLIN Start Characters	Contract Year	Method of Pricing	Separator	Paragraph Number	Contract Requirement Number
00	0	0	.	00	00

Contract Year	Number Designation
Base Period	0
Option Period 1	1
Option Period 2	2
Option Period 3	3
Option Period 4	4

Method of Pricing	Number Designation
Lump Sum Work	1
Prepriced Work	2
Contractor Coefficient	3
Fixed Labor Rates Subject to Service Contract Act	4

Paragraph Number	Number Designation
1.0	01
2.0	02
3.0	03
4.0	04
5.0	05
6.0	06
7.0	07
8.0	08
9.0	09
10.0	10
11.0	11
12.0	12
13.0	13
14.0	14

SECTION B

Contract requirement numbers relate to each individual contract requirement in each paragraph of Attachment J –1. (i.e. the first contract requirement in Paragraph 1.0 is 01, the second 02, etc.)

EXAMPLE:
A CLIN for work under the schedule of prices for Lump Sum Work for contract Paragraph 3.0 representing work to be done under contract requirement 5 for the second option year would be:
0021.0305

(End of Clause)

SCHEDULE OF PRICES

Note: Four Microsoft Excel files (spreadsheets) containing the Schedules of Prices are an integral part of Section B and are inserted here. References to these Schedules throughout this contract are made to the titles of the four files.

1. Excel File (spreadsheet) "Schedule Of Prices For Fixed Labor Rates"
2. Excel File (spreadsheet) "Schedule Of Prices For Coefficients"
3. Excel File (spreadsheet) "Schedule Of Prices For Lump Sum Work"
4. Excel File (spreadsheet) "Schedule Of Prices For Prepriced Work"

Each of the Microsoft Excel spreadsheets listed above includes worksheets for the base period and each option year.

[END OF SECTION]

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

**C.1 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (MSFC
52.211-93) (FEB 2001)**

The Description/Specifications/Statement of Work is Attachment J-1.

(End of Clause)

[END OF SECTION]

SECTION D
PACKAGING AND MARKING

[For this Contract, there are NO clauses in this Section]

[END OF SECTION]

SECTION E
INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

52.246-4 Inspection of Services – Fixed Price (Aug 1996)
52.246-6 Inspection - Time-and-Material and Labor-Hour (May 2001)
52.246-16 Responsibility for Supplies (Apr 1984)

(End of Clause)

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11)
(FEB 1999)**

The Contractor shall comply with the higher-level quality standards identified below.

Title

Quality Management and Quality Assurance
ANSI/ISO/ASQ Q9001:2000 Standards

(End of Clause)

**E.3 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS
(1852.246-71) (OCT 1988)**

In accordance with the inspection clauses of this contract, the Government intends to perform quality assurance functions at MSFC in accordance with the Performance Requirements Summary located at Clause E.10.

(End of Clause)

**E.4 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM
REQUIRED SERVICES FOR ALL LUMP SUM WORK (CLIN 00X1)**

A. The Contractor is responsible to totally fulfill the performance requirements of this contract. In addition to Clause E.1, the Government will deduct from the

Contractor's invoice or otherwise withhold payment for any items of nonconforming service as specified below.

1. The Government may apply an inspection technique that covers all or part of the work and may, at its option, use an independent inspector to collect data for the technical monitor to use to either assess the Contractor's performance or determine the amount of payment due or both. The defect rate for the purpose of assessing the Contractor's performance will be the sum of all defects observed during the course of the work, expressed as either a percentage of the total population of work items or a per defect basis for the month. (The defect rate will not be extrapolated to the total population of work items to determine payment due.) If the defect rate exceeds the Maximum Allowable Defect Rate (MADR) in the Performance Requirements Summary (PRS), the Contractor's quality control is considered unsatisfactory. Failure to consistently maintain adequate quality control can result in termination for default.
 2. A contract requirement may be composed of several subtasks called work requirements. A contract requirement may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the work requirements. In those cases, deductions may still be taken from the Contractor's invoice. In addition to all of the rights the Government may have, the Government shall, for partially completed work, make the deductions, as set forth below.
- B. The Government will give the Contractor written or verbal notice of deficiencies prior to deducting for non-performed or unsatisfactory work. Therefore:
1. In the case of non-performed work, the Government
 - a. Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the prices established by the Schedule of Prices and the PRS or provided by other provisions of this contract, unless the Contractor is permitted or required to perform pursuant to paragraph b. below and satisfactorily completes the work;
 - b. May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion

of the COTR, but in no event longer than six (6) hours in the case of daily services, or 24 hours in the case of all other services, of the notice to the Contractor of such nonperformance, at no additional cost to the Government; or

- c. May, at its option, perform the services by Government personnel or other means.

2. In the case of unsatisfactory work, the Government

- a. Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the prices established by the Schedule of Prices and the PRS or provided by other provisions of the contract; unless the Government afforded the Contractor an opportunity to re-perform pursuant to paragraph b. below and satisfactorily complete the work;
- b. May, at its option, afford the Contractor an opportunity to perform the unsatisfactory work within a reasonable period subject to the discretion of the COTR, but in no event longer than six (6) hours in the case of daily services, or 24 hours in the case of all other services, of the notice to the Contractor of such unsatisfactory work, at no additional cost to the Government; or
- c. May, at its option, perform the services by Government personnel or other means.

- C. Should the Government elect options B.1.a, B.1.b., B.2.a, or B.2.b above, the Government will not assess additional remedies if: (1) the Contractor is working in good faith with the Government to correct the problem(s) in the future; (2) the Contractor does not have a repetitive trend of non-performed and unsatisfactory work for the same requirements, and (3) the Contractor is willing to re-perform defective services at no additional cost to the Government.
- D. Should the Government elect B.1.c. or B.2.c. above, the Government will reduce the contract payment by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or the actual costs of other means that accomplished the services. If the actual costs cannot be readily determined, the prices established by the Schedule of Prices and PRS

will be utilized in establishing a deduction amount. In addition to these payment deductions, the Government will assess an additional 20 percent or \$100 per contract requirement, whichever is greater, to compensate the Government for administrative costs and other expenses incurred by the Government to obtain satisfactory completion of the services.

- E. Where the Government exercises its options in B.1.b. or B.2.b., the Contractor's original inspection results shall not be modified upon re-inspection. Instead, any payment reduction shall be offset by a credit for satisfactory re-performance.
- F. The Government's exercise of rights under this clause shall not preclude either (1) single occurrences of such nonperformance or unsatisfactory performance, or (2) multiple occurrences of nonperformance or unsatisfactory performance, regardless of whether deductions were taken, from being grounds for termination in accordance with the clause 52.249-8, "Default (Fixed-Price Supply and Service)", in Section I.
- G. In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimating methods may be used. Means Facilities Cost Data or other estimating sources may be utilized to estimate the cost of non-performed work or the costs that would be incurred in remedying unsatisfactory work. The Government may estimate the using wage rate and fringe benefits from the wage determinations included in the contract. The Government may use estimates of the Contractor's overhead, profit rates, and material costs if applicable.

(End of Clause)

E.5 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES FOR ALL IDIQ WORK

- A. The Contractor is responsible to totally fulfill the performance requirements of this contract. In addition to Clauses E.1 and E.2, the Government will withhold payment for any FWR or DO that does not conform to the requirements specified. The Government will give the Contractor written notice of deficiencies by copy of the final inspection results or other applicable documentation.

- B. In addition to withholding payment until IDIQ work is accepted by the Government, the Government may deduct from the Contractor's invoice the amount specified below:

<u>DEDUCTIONS FOR IDIQ WORK</u>	
Failure to comply with proposal estimate schedule	Subtract three percent from the total FWR/DO amount
Failure to satisfy FWR/DO requirements by completion date specified on FWR/DO	Subtract five percent from the total FWR/DO amount
Failure to avoid unplanned disruptions to building occupants during performance of work	Subtract five percent from the total FWR/DO amount
Failure to provide FWR/DO submittals per contract requirements	Subtract five percent from the total FWR/DO amount
Failure to provide adequate reporting per requirements listed in contract	Subtract five percent from the total FWR/DO amount

Should the Government be required to perform the deficient services by Government or other personnel, the Government will reduce the contract payment by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or the actual costs of other means that accomplished the services. If the actual costs cannot be readily determined, the prices set out in the Contractor's FWR or DO proposal will be utilized in establishing a deduction amount. In addition to these payment deductions, the Government will assess an additional 20 percent or \$100 per contract requirement, whichever is greater, to compensate the Government for administrative costs and other expenses incurred by the Government to obtain satisfactory completion of the services.

- C. The Government's exercise of rights under this clause shall not preclude either (1) single occurrences of such nonperformance or unsatisfactory performance, or (2) multiple occurrences of nonperformance or unsatisfactory performance, regardless of whether deductions were taken, from being grounds for termination in accordance with the clause 52.249-8, "Default (Fixed Price Supply and Service,)" in Section I.

(End of Clause)

E.6 RESERVED

E.7 CONTRACTORS SELF- EVALUATION OF PERFORMANCE

Contractor's Self-evaluation of Performance shall be submitted by the 8th day of each month, complete with backup and analyses for all Lump Sum and IDIQ work completed in performance of this contract. This includes computing deductions taken from lump sum work Schedule of Prices. The Contractor's Self-Evaluation will be considered by the Government in its evaluation. For each event where the Contractor is found to be inaccurate in the Contractor's monthly self-evaluation, a unilateral deduction of \$500 will be deducted from the Contractor's total monthly invoice in addition to deductions identified at Performance Evaluation Meeting.

(End of Clause)

E.8 PERFORMANCE EVALUATION MEETINGS

The Contractor shall meet with the Government on a monthly basis to discuss the Contractor's prior month performance. The Contractor's Self Evaluation of Performance will be assessed by the Contracting Officer, the COTR, and the Government Technical Monitors. A mutual effort will be made to resolve all problems identified. The Performance Evaluation Meeting and performance results will be determined before monthly invoices are paid.

(End of Clause)

E.9 ALTERNATE DISPUTES RESOLUTION

Notwithstanding the provisions of the clause entitled "Disputes" of this contract, no claim shall be submitted for monthly contract adjustments made pursuant to "Consequences of Contractor's Failure to Satisfy Performance Requirements" that in the aggregate for each month do not exceed \$10,000.

The Government and Contractor will develop, after contract award, a mutually acceptable alternative for resolving disputes that may arise during the performance of this contract.

(End of Clause)

E.10 PERFORMANCE REQUIREMENTS SUMMARY

The Contract Requirements listed in this Performance Requirements Summary (PRS) summarize specific firm fixed price tasks that are to be performed under this contract.

The Performance Requirements associated with each Contract Requirement are as shown in the PRS and include:

- A. Work Requirements. A series of subtasks associated with each particular Contract Requirement are listed in column 3 of the PRS.
- B. Weight. The value of each Work Requirement is specified as a percentage of the Contract Requirement with which it is associated in column 4 of the PRS. The percentages are based on judgment, taking into account both the costs incurred by the Contractor in carrying out a particular Work Requirement, and the detriment to the Government if the Work Requirement is not satisfied. The Weight compared with the accepted line item unit prices provided in the Schedule of Prices, Section B, will be the primary basis for deducting for partially performed, unsatisfactorily performed, and non-performed work.
- C. Maximum Allowable Defect Rate (MADR). The MADR for each Work Requirement is identified in column 5 of the PRS. The MADR is the defect rate for a monthly population of services which, when exceeded, indicates that the Contractor's quality control is unsatisfactory. The MADR does not represent a threshold for payment deductions. Deductions will be taken for all defects (with appropriate credit for rework) regardless of whether the MADR was exceeded. The MADR is expressed as a percentage of the total population per period of time or as a number of defects per period of time.
- D. A failure to meet the requirements stipulated in the availability matrix in Attachment J-10 will constitute a total failure in quality for deductive purposes and a deduction of \$10,000 per event will be assessed in addition to deductions calculated from the PRS.
- E. CLIN 00X1.1005, Handling and Transportation Program, is unique in that failure of equipment or personnel to perform to pre-established schedules associated with Program Critical Hardware moves will constitute a total failure in quality for deductive purposes.
- F. Notes referenced in "NOTES" column of the PRS:
 - 1. Timeliness MADR for reports or submittals similar to reports. The MADR reflects days per period of time (monthly, quarterly, semi-annually, etc.). For evaluation purposes, a standard month of 30 days will be used. Example: If the MADR allows a 5% deviation from the requirement, that equates to 30 days * .05 or 1.5 days.

2. Timeliness MADR for allotted response time. The MADR reflects percent of allotted response time. Example: If a response time of 4 hours is required, a MADR of 5% would allow a deviation from this requirement of $4\text{hrs} * 60\text{ min./hr.} * .05$ or 12 minutes.
3. Timeliness MADR for physical work and operational maintenance. The MADR reflects units of work per period of time (daily, monthly, quarterly, semi-annual, etc.). Example: If the MADR allows a 3% deviation from work completion time and 100 units are completed, the deviation would be $100 * .03$ or 3 units. The Government will use a specific number of units of work if less than 100 units of work are performed during the evaluation period. Example: If the MADR allows a 2% deviation and only 10 units of work are performed, the deviation would become 2 units of work instead of $10 * .02$.
4. Quality or documentation MADR for all work. The MADR reflects work units that do not meet specified requirements. Example: If the MADR allows 3% deviation from the requirement and 100 units are completed, the deviation would be $100 * .03$ or 3 units.
5. Maintain operational status MADR. The MADR reflects systems or equipment that do not meet the established operational parameters with respect to time (usually months). Example: If the MADR allows a 2% deviation for maintaining boiler efficiency at 80% or greater, the deviation would be $30 * .02$ or .6 days.

(End of Clause)

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EXAMPLES OF CONTRACTOR DEDUCTIONS USING THE SCHEDULE OF PRICES AND THE PRS

FROM THE SCHEDULE OF PRICES:

PARAGRAPH REFERENCE	CLIN	DESCRIPTION OF SERVICE/SUPPLIES	EST. ANNUAL SERVICE/SUPPLIES	UNIT	UNIT PRICE	TOTAL PRICE
3.2	0001.0302	1. Quality Control Plan	1	A	\$10,000	\$10,000
		2. Quarterly Summary Report	4	Q	\$1,000	\$4,000
4.2	0001.0401	1. Trouble Calls	12	M	\$400,000	\$4,800,000

FROM THE PRS:

CLIN	CONTRACT REQUIREMENTS	WORK REQUIREMENT	WEIGHT	MADR	REQUIREMENT
00X1.0302	1. Quality Control Plan	1. Quality (content per DRD)	80%	0%	DRD 987QE-001
		2. Timeliness	20%	2%	
	2. Quarterly Summary Report	1. Quality (content per DRD)	80%	0%	DRD 987QE-001
		2. Timeliness	20%	2%	
00X1.0402	1. Trouble Calls	1. Quality	50%	2%	Para. 4.2A & 4.2C
		2. Timeliness	30%	3%	Para. 4.2D, 4.2F, & 4.2G
		3. Documentation	20%	2%	Para. 4.2D & 4.2E

Note: Paragraphs and requirements column refer to Attachment J-1.

Example 1 – CLIN 0001.0302, Quality Control Plan and Quarterly Summary Report:

Assume the Contractor submits the Quality Control Plan 3 days late but addresses all content requirements. Also, the Quarterly Summary Report is submitted on time but does not address all content requirements. The Contractor will be assessed deductions as follows and receive a MADR rating as follows:

	Price per unit *	Weight *	Contractor's Failure Rate	= Total deduction for this CLIN
1. Quality Control Plan:	\$10,000	.20	1	= \$2,000
2. Quarterly Summary report	\$2,000	.80	1	= \$800

Quality Control Plan timeliness MADR is 360 days * .02 = 7.2 days. Therefore, the MADR is satisfactory.

Quarterly Summary Report quality MADR is 1 (report) * .00 = 0. Therefore, the MADR is unsatisfactory.

Example 2 – CLIN 0001.0401, Trouble Calls:

Assume the Contractor performs the 1,000 trouble calls in one month but 50 of these are completed late. The Contractor will be assessed deductions as follows and receive a MADR rating as follows:

Price per unit *	Weight*	Contractor's Failure Rate	= Total deduction for this CLIN
\$400,000/1000*	30	50	= \$6,000

Timeliness MADR is 1,000 * .03 = 30. Therefore, the MADR is unsatisfactory.

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Note: A Microsoft Excel file containing the Performance Requirements Summary (PRS) is an integral part of Section E and is inserted here. References to the PRS throughout this contract are made to the title of this file. -- Excel File "PRS"

**PERFORMANCE REQUIREMENTS SUMMARY
(PRS)**

CLIN	CONTRACT REQUIREMENTS	WORK REQUIREMENTS	WEIGHT	MADR	NOTES	REQUIREMENT
C3	GENERAL WORK					
00X1.0301	Safety and Health Plan	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987SA-001
00X1.0302	1. Quality Control Plan	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987QE-001
	2. Quarterly Summary Report	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987QE-001
00X1.0303	Technical Reference Library	1. Documentation 2. Timeliness	70% 30%	3% 2%	4 3	Para 3.2A.3
00X1.0304	Preventive Maintenance (PM) Plan	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987LS
00X1.0305	Work Control Center	1. Quality 2. Documentation 3. Timeliness	60% 20% 20%	3% 3% 3%	4 4 3	Para. 3.2B.1
00X1.0306	Computerized Maintenance Mgmt. System (CMMS)	1. Documentation 2. Timeliness	50% 50%	3% 3%	4 3	Para. 3.2B.2
00X1.0307	Annual Work Plan – Phase One	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987LS-003
00X1.0308	Annual Work Plan – Phase Two	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987LS-004
00X1.0309	Five Year Maintenance Plan	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987LS-005
00X1.0310	Facility Condition Assessment	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987LS-006
00X1.0311	1. Facility Condition Assessment Schedule	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987LS-006
00X1.0312	Facility Condition Assess Proj Recommendation	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987LS-008
00X1.0313	Pre-Flight Facilities Checkout	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 1%	4 1	DRD 987LS-010

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00X1.0314	RCM Report	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987LS-009
00X1.0315	Headquarters (HQ) Metrics	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987LS-012
00X1.0401	Trouble Calls	1. Quality 2. Timeliness 3. Documentation	50% 30% 20%	2% 3% 2%	4 2&3 4	Para 4.2A & 4.2C Para. 4.2D, 4.2F, & 4.2G Para. 4.2D & 4.2E
00X1.0402	Trouble Call Services Minor Service Requests	1. Quality 2. Timeliness 3. Documentation	50% 30% 20%	2% 3% 2%	4 2&3 4	Para 4.2A & 4.2C Para. 4.2D, 4.2F, & 4.2G Para. 4.2D & 4.2E
00X1.0601	Establish Spill Response Team	1. Quality	100%	3%	4	Para. 6.2A.1
00X1.0602	Response to Spills and Releases	1. Quality 2. Timeliness	40% 60%	0% 0%	4 2	Para. 6.2A.2
00X1.0603	Spill Equipment and Supplies	1. Quality 2. Timeliness	50% 50%	3% 5%	4 3	Para. 6.2A.3
00X1.0604	State Indirect Discharge Sampling	1. Quality 2. Documentation	40% 40%	3% 3%	4 4	Para. 6.2B.1
00X1.0605	NPDES Sampling	3. Timeliness	20%	10%	2	
00X1.0606	Groundwater Treatment System Sampling	1. Quality 2. Documentation 3. Timeliness	40% 40% 20%	3% 3% 10%	4 4 2	Para. 6.2B.2
00X1.0607	Asbestos Notification and Disposal Documentation	1. Quality 2. Documentation 3. Timeliness	20% 20% 60%	3% 3% 0%	4 4 2	Para. 6.2C.1
00X1.0608	Asbestos and Lead Abatement Records	1. Quality 2. Timeliness	75% 25%	3% 10%	4 3	Para. 6.2C.2
00X1.0609	Spill Response Team, Equip and Supplies Listing	1. Quality (content per DRD) 2. Timeliness	75% 25%	3% 10%	4 3	DRD 987EE-003
00X1.0610	SID and NPDES Monthly Report	1. Quality (content per DRD) 2. Timeliness	75% 25%	3% 10%	4 3	DRD 987EE-004
00X1.0611	Asbestos Management Program	1. Quality (content per DRD) 2. Timeliness	75% 25%	3% 10%	4 1	DRD 987EE-001
00X1.0612	Lead Program	1. Quality (content per DRD) 2. Timeliness	75% 25%	3% 10%	4 3	DRD 987EE-002
00X1.0613	Asbestos and Lead Monthly Report	1. Quality (content per DRD)	75%	3%	4	DRD 987EE-005

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00X1.0701	Fire Alarm System PM	2. Timeliness 1. Quality 2. Timeliness	25% 70% 30%	10% 2% 3%	3 4 3	Para. 7.2B
00X1.0702	Gas Detection System PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 7.2C
00X1.0703	Fire Alarm System Operations	1. Maintain operational status 2. Timeliness	70% 30%	2% 3%	4 3	Para. 7.2D
00X1.0704	Gas Detection System Operations	1. Maintain operational status 2. Timeliness	70% 30%	2% 3%	4&5 2&3	Para. 7.2E
00X1.0801	Fire Suppression Wet Pipe System PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 8.2B
00X1.0802	Fire Suppression Pre-Action System PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 8.2C
00X1.0803	Fire Suppression Dry System PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 8.2D
00X1.0804	Fire Suppression Foam System PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 8.2E
00X1.0805	Fire Suppression Dry Chemical PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 8.2F
00X1.0806	Emergency Shower/Eyewash Station Monthly PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 8.2G
00X1.0807	Sump and Sewer Pump PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 8.2H
00X1.0808	Storm Drainage System PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 8.2I
00X1.0809	Surf Areas Sweeping: Streets & Parking Lots	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 8.2J
00X1.0810	Fire Pump PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 8.2K
00X1.0811	Standpipe PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 8.2L
00X1.0812	C02 PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 8.2M
00X1.0813	Wet Chemical PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 8.2N
00X1.0814	Miscellaneous Pump PM	1. Quality	70%	2%	4	Para. 8.2O

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		2. Timeliness	30%	3%	3	
00X1.0815	Automatic Fire Sprinkler Sys Quarterly Insp Report	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987LS-007
00X1.0901	Semi-Annual Roof Inspections	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 9.2B
00X1.0902	Pest Control	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 9.2C
00X1.0903	Equipment Room PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 9.2D
00X1.0904	Roof Documentation	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 9.3B
00X1.1001	Horizontal and Vertical Sliding Roll Door PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 10.2B
00X1.1002	Hoist, Crane, and Derrick PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 10.2C
00X1.1003	Elevator PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 10.2D
00X1.1004	Heavy Equipment Operation	1. Heavy equipment availability 20% 2. Fabrication/load testing lifting devices 20% 3. Timeliness	60% 20% 20%	2% 2% 3%	2 4 3	Para. 10.2E
00X1.1005	Handling and Transporting Program Critical Hdwe	1. Maintain operational status	100%	0%	4&5	Para. 10.2F
00X1.1006	Deionized Water Operations and PM	1. Purity 2. PM quality 3. Timeliness	50% 30% 20%	0% 2% 3%	4 4 3	Para. 10.2G
00X1.1007	Indust Wastewater Treatment Fac Operations and PM	1. Environmental compliance 2. PM quality 3. Timeliness	50% 30% 20%	0% 2% 3%	4 4 3	Para. 10.2H
00X1.1008	Groundwater Treatment System Operations and PM	1. Environmental compliance 2. PM quality 3. Timeliness	50% 30% 20%	0% 2% 3%	4 4 3	Para. 10.2I
00X1.1009	Air Compressor PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 10.2J
00X1.1010	Air Dryer PM	1. Quality	70%	2%	4	Para. 10.2K

00X1.1011	Aeration Basin and Chem Feed Operation & PM	2. Timeliness 1. Environmental compliance 2. PM quality 3. Timeliness	30% 50% 30% 20%	3% 0% 2% 3%	3 4 4 3	Para. 10.2L
00X1.1012	Ice Machine PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 10.2M
00X1.1013	Special Purpose Shop Equipment PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 10.2N
00X1.1014	Annual Crane and Hoist Inspection	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987LS-013
00X1.1015	Elevator Inspection	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	Annual inspection – DRD 987LS-014 Five year inspection – DRD 987LS-015
00X1.1016	Maintenance Procedures	1. Quality (content per DRD) 2. Timeliness	80% 20%	0% 2%	4 1	DRD 987LS-011
00X1.1101	Steam Boiler Operation	1. Maintain operational status	70% 30%	2% 3%	4&5 3	Para. 11.2A
00X1.1102	Steam Distribution	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 11.2B
00X1.1103	Primary Steam Boiler PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 11.2C
00X1.1104	Boiler Feed Water Pump PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 11.2D
00X1.1105	Condensate Pump PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 11.2E
00X1.1106	Power Boiler Annual Certification	1. Certifications 2. Timeliness	70% 30%	2% 3%	4 1	Para. 11.2F
00X1.1107	Portable Boiler PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 11.2E
00X1.1201	Boiler PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2A
00X1.1202	Boiler Hot Water Pump PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2B
00X1.1203	Boiler Feed Water Pump PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2C

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00X1.1204	Chilled Water Pump PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2D
00X1.1205	Chiller PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2E
00X1.1206	Air Handler Unit PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2F
00X1.1207	Exhaust Fan PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2G
00X1.1208	Cooling Tower PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2H
00X1.1209	Cooling Tower Circulating Pump PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2I
00X1.1210	Cooling Tower Water Treatment	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2J
00X1.1211	Humidifier and Dehumidifier PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2K
00X1.1212	Trailer Mounted Mobile Chiller (Emerg. Chiller) PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2L
00X1.1213	Water Treatment for Chilled Water Systems	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2M
00X1.1214	Water Treatment for Hot Water & Steam Boilers	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2N
00X1.1215	Refrigerant Reclamation	1. Quality	100%	0%	4	Para. 12.2O
00X1.1216	Supply and Return Air Fan PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2P
00X1.1217	Heating Vent Unit PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2Q
00X1.1218	Heating, Ventilating, Air Cond & Refrig Ops and Maint	1. Maintain operational status 2. Timeliness	70% 30%	2% 3%	4&5 3	Para. 12.2R
00X1.1219	DXAC Heat Pump Unit PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2S
00X1.1220	Computer Room Unit PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2T
00X1.1221	Back-Flow Preventer PM	1. Quality 2. Timeliness	70% 30%	2% 3%	4 3	Para. 12.2U
00X1.1222	Air Filter PM	1. Quality	70%	2%	4	Para. 12.2V

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		2. Timeliness	30%	3%	3	
00X1.1223	Hot Water Pump PM	1. Quality	70%	2%	4	Para. 12.2W
		2. Timeliness	30%	3%	3	
00X1.1224	Refrigerant Recovery Management Plan	1. Quality	50%	2%	4	Para. 12.3
		2. Documentation	50%	2%	4	
00X1.1301	Fixed and Mobile Emerg Generator System PM	1. Quality	70%	2%	4	Para. 13.2B
		2. Timeliness	30%	3%	3	
00X1.1302	Electrical Switch Gear PM	1. Quality	70%	2%	4	Para. 13.2C
		2. Timeliness	30%	3%	3	
00X1.1303	Street and Perimeter Lighting PM	1. Quality	70%	2%	4	Para. 13.2D
		2. Timeliness	30%	3%	3	
00X1.1304	Mobile and Fixed Emerg Generator Sys Operation	1. Maintain operational status	100%	2%	4&5	Para. 13.2E
00X1.1305	UPS, Rectifiers & Battery Bank PM	1. Quality	70%	2%	4	Para. 13.2F
		2. Timeliness	30%	3%	3	
00X1.1306	Special Electrical Power Systems PM	1. Quality	70%	2%	4	Para. 13.2G
		2. Timeliness	30%	3%	3	
00X1.1307	Interior and Ext Low and High Voltage Dist Sys PM	1. Quality	70%	2%	4	Para. 13.2H
		2. Timeliness	30%	3%	3	
00X1.1308	4160-Volt Power Support	1. RASA	30%	2%	4	Para 13.2I
		2. Quality	50%	2%	4	
		3. Timeliness	20%	3%	3	
00X1.1309	Emergency Light PM	1. Quality	70%	2%	4	Para. 13.2J
		2. Timeliness	30%	3%	3	
00X1.1310	Variable Speed Drives PM	1. Quality	70%	2%	4	Para. 13.2K
		2. Timeliness	30%	3%	3	
00X1.1311	Static Ground and Lightning Protection PM	1. Quality	70%	2%	4	Para. 13.2L
		2. Timeliness	30%	3%	3	
00X1.1312	Storage Tank Monitor PM	1. Quality	70%	2%	4	Para. 13.2M
		2. Timeliness	30%	3%	3	
00X1.1401	Emergency Operations Center Support	1. Quality	85%	0%	4	Para. 14.2A
		2. Timeliness	15%	2%	3	
00X1.1402	Emergency Warning System EWS Tests	1. Quality	100%	0%	4	Para. 14.2B
00X1.1403	Emergency/Evacuation Plans	1. Quality	50%	2%	4	Para. 14.2C
		2. Timeliness	30%	2%	3	

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00X1.1404		3. Documentation	20%	4%	4	
	Drills and Field Exercises	1. Quality	100%	0%	4	14.2D
00X1.1405	Damage and Utility Control (DUC) Team	1. Timeliness	100%	0%	3	14.2E

SECTION F
DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

52.242-17 Government Delay of Work (Apr 1984)
52.247-34 F.O.B. Destination (Nov 1991)

(End of Clause)

F.2 VARIATION IN QUANTITY

- A. If the furnished or delivered quantity of Trouble Calls or Response to Spills and Releases under Lump Sum Work, as identified in Attachment J-1, varies on an annual basis more than ten (10) percent above or below for each of the following number of units: **Number of Units for Trouble Calls per year is 14,309; Number of Units for Trouble Call Services per year is 2,256; Number of Units for Response to Spills and Releases per year is 35**; an equitable adjustment in the contract price (upward or downward) shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 110 percent or below 90 percent of the number of units. Note: If the Contractor furnishes unit priced items above 110 percent, the Government may require the Contractor to furnish additional quantities of such items under the IDIQ provisions of the contract. Payment will be made in accordance with the IDIQ provisions of the contract, and the Contractor will not be entitled to an equitable adjustment under the Lump Sum portion of the contract.
- B. If the furnished or delivered quantity of MSFC Building gross square footage under Lump Sum Work as identified in Attachment J-1 varies on an annual basis more than three (3) percent above or below the following number of units: **Number of Units for Building gross square footage is 4,172,000 square feet**, an equitable adjustment in the contract price (upward or downward) shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above or below three (3) percent of the number of units.
- C. For purposes of determining the applicability of this clause, there shall not be included in the count of services performed, or item delivered (1) any services or items which the Contractor is required to provide to remedy the consequences

of any act or omission on the part of the Contractor, or its agents, employees, or subcontractors, or (2) any items or services which the Contractor performs or delivers in order to support its own operations (rather than satisfy the requirements of this contract). Examples under category (1) include any repair or restorative work which might be required due to the negligence of Contractor employees; examples under category (2) include services expended by the Contractor to move or relocate its personnel on-site, and the acquisition of equipment and supplies to accommodate the needs of the Contractor's employees.

(End of Clause)

F.3 PHASE-IN AND PHASE-OUT

- A. Contractor Phase-In. Phase-In activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services. Phase-In shall not exceed a maximum of 60 calendar days beginning with the contract award date.
- B. If Phase-In activities are required, the first year period of performance will be calculated to include lump sum price for base contract period, less a maximum of 2 months of lump sum price for base contract period (two twelfths of base contract period), plus Phase-In price, if any.
- C. Contractor Phase-Out. Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services.
- D. Upon Completion of Phase-Out, at the Government's option, the Contractor will be required to furnish to the Government, at no higher than vendors invoice price, all remaining spare parts that were Contractor procured.

(End of Clause)

F.4 PERIOD OF PERFORMANCE

- A. The base period of performance of this contract shall be July 1, 2003, through June 30, 2004.
- B. In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Option Number</u>	<u>Period of Performance</u>
1	July 1, 2004 through June 30, 2005
2	July 1, 2005 through June 30, 2006
3	July 1, 2006 through June 30, 2007
4	July 1, 2007 through June 30, 2008

FWRs/DOs may be issued under this contract during the entire performance period. Expiration of the performance period during which orders may be issued shall not affect any orders placed prior to the expiration of the contract. Terms of the contract shall remain in full force and effect in their application to such orders.

(End of Clause)

F.5 PLACE OF PERFORMANCE (MSFC 52.237-91) (Feb 2001)

The Contractor shall perform the work under this contract at the George C. Marshall Space Flight Center, Alabama, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

F.6 OPTION TO EXTEND SERVICES (52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract expiration.

F.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2000)

- A. The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration date; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- B. If the Government exercises this option, the extended contract shall be considered to include this option provision.

- C. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of Clause)

F.8 DELIVERY OF RAW CHEMICALS

Any raw chemicals ordered under this contract must be received through the Transportation Officer as follows:

*SHIP TO: Transportation Officer, Building 4471
National Aeronautics and Space Administration
George C. Marshall Space Flight Center
Marshall Space Flight Center, AL 35812

All shipments must be clearly marked to indicate:

- A. Contents _____
B. Contract NAS8- _____
C. DCN _____

(End of Clause)

F.9 DELIVERY OF REPORTS

Unless otherwise specified, all reports shall be addressed to NASA Marshall Space Flight Center, AL 35812, marked with the contract number, to the attention of recipients to be identified by Contracting Officer's letter (addressed in Item 10 of the individual Data Requirements Descriptions, Attachment J-2). A copy of the transmittal letter for each report shall be forwarded to the Contracting Officer.

(End of Clause)

[END OF SECTION]

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clause is hereby incorporated by reference:

- 1852.227-86 COMMERCIAL COMPUTER SOFTWARE LICENSING (DEC 1987)
1852.245-71 INSTALLATION ACCOUNTABLE GOVERNMENT PROPERTY (JUN 1998)

G.2 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (NOV 1999)

- A. It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, "Contractor Badge/Decal Application." Requests for badging shall be submitted to the appointed Contracting Officer Technical Representative for completion and approval prior to processing by the MSFC Protective Services Department. The 1739 serves as a dual-purpose form that consolidates a request for identification badges and a request to register personal vehicles.
- B. The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination. The Contractor shall ensure employees who leave the company return all MSFC-issued identification badges, vehicle passes, keys, etc.
- C. Requests for copies of MSFC Forms 383-1 and 1739 shall be directed to the MSFC Protective Services Department: (256) 544-4541, Building 4200, Room 222, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

G.3 GOVERNMENT PROPERTY AVAILABLE FOR USE UNDER THIS CONTRACT

- A. Available Government Property.

1. In performance of work under this contract, certain Government property identified in the contract shall be made available "as is" to the Contractor on a no-charge-for-use basis by the installation's Logistics Services Department. That property shall be utilized in the performance of this contract at the installation that provided the property or at such other installations or locations as may be specified elsewhere in this contract. Under this clause, the Government retains accountability for, as well as title to, the property, and the Contractor assumes Installation equipment user responsibilities. All equipment users shall report any missing or untagged (meeting the criteria for control) equipment, transfer, location change, or user change of equipment to the cognizant property custodian; notify the cognizant property custodian, supervisor, and the Manager, Protective Services Department (AD50) immediately if theft, damage, or loss of Government, company, or personal property is suspected; ensure that such equipment is used only in pursuit of approved NASA programs and projects; identify equipment not being actively used in pursuit of approved NASA programs and projects; ensure that equipment is turned into the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will the Contractor dispose of Installation property. The Contractor will retain all responsibilities including notifying cognizant property custodians of all changes in status associated with said equipment. The official accountable record keeping and financial control and reporting of the property subject to this clause shall be retained by the Government and accomplished by the Logistics Services Department and Office of Chief Financial Officer.
2. The delivery or performance dates for this contract are based upon the expectation that Government property suitable for use (except for general purpose property which is furnished "as is") will be available to the Contractor in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

B. Changes in Available Special Purpose Equipment (SPE)

1. The CO may, by written notice, (i) decrease the available SPE under this contract, or (ii) substitute other SPE made available by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the CO may direct regarding the removal, shipment, or disposal of the property covered by such notice.

2. Upon the Contractor's written request, the CO shall make an equitable adjustment to the contract, if the Government has agreed in the contract to make the property available for performing this contract and there is any (i) decrease or substitution in this property pursuant to subparagraph B.1. of this clause; or (ii) withdrawal of authority to use this property, if provided under any other contract or lease.

C. Title in Government Property

1. The Government shall retain title to all Government property.
2. Title to all material shall pass to and vest in the Government upon commencement of processing of the material or its use in contract performance.

D. Use of Government Property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the CO.

E. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

F. Loss, Damage, or Destruction of Government Property. Recommendations concerning the loss, damage, or destruction of property made by the NASA Property Survey Board will be forwarded to the Contracting Officer for appropriate administrative action.

G.4 LIST OF AVAILABLE INSTALLATION-OWNED PROPERTY AND SERVICES

In accordance with this clause, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, while on-site at the NASA installation.

- A. Office space, work area space, desks, file cabinets and furniture-in-place, and utilities. The Contractor shall use Government telephones for official purposes only. Pay telephone stations are available for the convenience and use of employees in making unofficial calls, both local and long distance. Although a complete list of telephone stations will not be provided, an example location is Building 4200, basement and first floor.
- B. General and special purpose equipment, including Government-provided office furniture and furnishings, as follows:

1. Equipment to be made available to the Contractor for use in performance of this contract on-site and at such other locations as approved by the Contracting Officer is listed in Attachment L-12. The Government retains accountability for this property, regardless of its authorized location. The Contractor shall replace any of the General Purpose Equipment that reaches the end of its useful life during the contract period, or which is beyond economical repair, if the equipment is still needed for contract performance. Such replacements shall be made with Contractor-owned facilities. Contractor acquisitions of facility items for the Government shall be prohibited, unless specifically authorized by the contract or consent has been obtained in writing from the Contracting Officer pursuant to FAR 45.302-1(a).
 2. If the Contractor acquires property for the Government under the IDIQ portion of this contract, this property shall become accountable to the Government. The required information for this property shall be provided to the MSFC Logistics Services Department for entry into the NASA Equipment Management System (NEMS).
 3. The Contractor may bring on-site for use under this contract any property owned or leased by the Contractor, without the Contracting Officer's prior written approval. Such property will be clearly marked (visibly different from NASA markings) as Contractor property. The Contractor shall obtain MSFC Logistics Services Department concurrence for markings before use.
- C. Supplies from stores stock: Not available.
- D. Publications and blank forms stocked by the installation.
- E. Safety and fire protection for Contractor personnel and facilities.
- F. Installation service facilities: Those listed in Attachments J-8 & J-27.
- G. Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty, including ambulance services; in all instances of severe injury, or sudden life threatening illness (e.g. heart attack), the Emergency Medical Team shall be summoned immediately, by dialing 911. Referral to tertiary care centers and for private physicians will be made in cases requiring long-term follow-up, or when specific services required are unavailable on-site. NASA mandated physicals under the general guidelines established by OSHA, EPA, and NRC.

- H. Cafeteria privileges for Contractor employees during normal operating hours.
- I. Calibration services, during normal operating hours, for use under this contract.
- J. Shipping and Receiving services, during normal operating hours, for use under this contract.
- K. Government Fueling The Contractor may purchase fuel (unleaded gas and diesel) from the Government for Contractor-provided vehicles operated in conjunction with this contract. The rate of fuel is determined on a monthly basis and deducted from the contract payment. The Contractor may continue to purchase fuel at the new rates if they so desire. In order to purchase Government fuel, the Contractor shall use vehicles that comply with Executive Order 13149.
- L. The Contractor may purchase Outsourcing Desktop Initiative for NASA (ODIN) seats that include Integrated Desktop Services (IDS) from the Government. These seats range in price from \$166 per month for a desktop system to \$258 per month for a laptop and docking station configuration. ODIN seat costs will be deducted from the Contractor's invoice on a monthly basis. Four (4) workstations will be required for operation of the Computerized Maintenance Management System (CMMS) and will be provided and maintained by the Government, at no cost to the Contractor. Each seat includes the following:

- Hardware (including replacement after 3 years)
- Integrated Desktop Services (IDS)
- Software (including MS Office, email, anti-virus, browser and other utilities)
- Hardware maintenance that includes 4-hour return to service
- Software maintenance that includes 4-hour return to service and software technology refresh in the form of upgrades, security patches, and bug fixes.
- One free move, add, or change per year per seat
- Network connectivity including security protection
- Help desk and desk-side support
- Network printer access within 60 feet of desktop
- 50MB of server storage (file storage)
- 20MB of email storage on server
- Dial-in or Virtual Private Network (VPN) access

If the Contractor intends to provide the desktop, they can still participate in MSFC desktop services by purchasing

an ODIN Network Attached Device (NAD) service seat. The NAD seat includes the following (some services are optional and at additional cost over the base seat price):

NAD base seat (approximately \$57.00 per month)
Software (IDS as described above, approximately \$25.00 per month); user will be responsible for integration, installation, and hardware necessary to run the software.

Hardware maintenance with 4-hour return to service (0.67% of the cost of the NAD device per month (e.g. \$13.40 per month for a computer costing \$2000.00)

Operating System Software maintenance with 4-hour return to service, 0.11% of the cost of the NAD device per month (e.g., \$2.20 per month for a computer costing \$2000.00)

Application software (Office, email, anti-virus, etc.) maintenance and technology refresh are NOT available for the NAD seats

One free move, add, or change per year

Network connectivity

Help desk support (limited to services ordered)

Network printer access within 60 feet of desktop

Dial-in access

VPN access (approximately \$59 per month)

If the Contractor intends to provide the desktop and services themselves but requires network connectivity, the Contractor can purchase this service as an ODIN LAN-A seat. The cost for this seat is approximately \$19.00 per month.

If the Government's desktop service costs vary by more than plus or minus 10%, rates will be adjusted for the next year following the rate change. There will be no equitable adjustment provided for the previous year's rates. The Contractor may continue to purchase desktop services at the new rates if they so desire.

(End of Clause)

G.5 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Attachment J-1 of this contract.
- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--
 - (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

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- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

[END OF SECTION]

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993)

1852.225-70 EXPORT LICENSES (FEB 2002)

1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)

(End of Clause)

H.2 ASBESTOS MATERIAL (MSFC 52.223-90) (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663, and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H.3 HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91) (FEB 2001)

- A. If during the performance of this contract, the Contractor brings any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.
- B. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes,

ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials that may be contained in the contract.

(End of clause)

H.4 CENTRAL CONTRACTOR REGISTRATION (1852.204-74) (MAY 2002)

A. Definitions. As used in this clause--

1. "Central Contractor Registration (CCR) database" means the primary DoD repository for Contractor information required for the conduct of business with NASA.
2. "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
3. "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying sub-units or affiliates of the parent business concern.
4. "Commercial and Government Entity Code (CAGE Code)" means –
 - (i) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
 - (ii) A code assigned by a member of the North Atlantic Treaty Organization (NATO) that is recorded and maintained by DLIS in the CAGE master file.
5. "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding CAGE code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

- ##### **B.**
1. By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors performing work outside of the United States.

2. The Contracting Officer will verify that the Offeror is registered in the CCR database.
 3. Lack of registration in the CCR database will make an Offeror ineligible for award after March 31, 2001.
 4. DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, Offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- C. The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- D. Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 888-CCR-2423 (888-227-2423).

(End of clause)

H.5 LIMITATION OF FUTURE CONTRACTING (1852.209-71) (DEC 1988)

- A. The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5 -- Organizational Conflicts of Interest.
- B. The nature of this conflict is unfair competitive advantage.
- C. The restrictions upon future contracting are as follows:
1. If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential

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bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

2. To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

H.6 KEY PERSONNEL AND FACILITIES (1852.235-71) (MAR 1989)

- A. The personnel and/or facilities listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- B. The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and such ratification shall constitute the Contracting Officer's consent required by this clause.
- C. The list of personnel and/or facilities shown below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)

FACILITIES:

Government facilities in accordance with Attachment J-27

(End of Clause)

**H.7 OBSERVANCE OF LEGAL HOLIDAYS (NASA 1852.242-72)(AUG 1992)
ALTERNATE I (SEP 1989)****A. The on-site Government personnel observe the following holidays:**

- | | |
|----------------------------------|---------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. Martin Luther King's Birthday | 8. Veterans' Day |
| 3. President's Birthday | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | |
| 6. Labor Day | |

Any other day designated by Federal statute, Executive Order, or the President's proclamation.

B. When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself because for an additional period of performance or entitlement of compensation except as set forth within the contract.

C. On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in Paragraph A of this clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in Paragraph A of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

- D. The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(End of Clause)

H.8 APPLICABLE MSFC REGULATIONS, OTHER LAWS AND REGULATIONS

The Contractor and all its employees engaged in the performance of work under this contract shall observe and comply with all rules and regulations prescribed by the authorities at Marshall Space Flight Center and shall strictly comply with fire, safety, health, environmental, sanitation, and security regulations. In addition, the Contractor shall obey and abide by and comply with Social Security, Workmen's Compensation and Unemployment Laws of the State as shall be applicable to the work hereunder and the Contractor shall obey and comply with all other Legislation, State and Federal Laws.

(End of Clause)

H.9 FIRE PREVENTION AND PROTECTION

The Contractor shall comply with all fire prevention measures prescribed in the installation regulations, NASA Standard 8719.11, NASA Fire Protection; NPG 8715.3, NASA Safety Manual; and MWI 8715.11, Fire Safety Program, copies of which are on file in the Marshall Integrated Document Library (MIDL). Permission shall be obtained from the Industrial Safety Department for use of open flame devices such as blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment. The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by terms of this contract.

(End of Clause)

H.10 INJURY AND MISHAP REPORTING

- A. In the event of an on-site Type A or B (fatal or serious injury) to any employee, the following procedures shall be followed:
1. Initial notification shall be by telephone immediately to the Protective Services Control Center, Emergency Medical Service, and OMEHS (Telephone 911).
 2. Notify the Industrial Safety Department, 544-0046.

3. Notify the Contracting Officer Technical Representative (COTR).
 4. Submit a MSFC Form 4370 or notify by telephone (256-544-4357, select "0", and ask the technician to complete the Mishap Flash Report) within 4 hours of knowledge of the mishap.
 5. A follow-up mishap report shall be submitted using NASA Form 1627 within 10 days of the mishap in accordance with MWI 8621.1.
- B. In the event of any on-site incident or close call (the potential for lost-time; damage exceeding \$25,000; impacting critical project/program schedule; or gaining public attention) the following procedures shall be followed:
1. Initial notification shall be by MSFC Form 4370 or by telephone (256-544-4357, select "0", and ask the technician to complete the Mishap Flash Report) within 4 hours of knowledge of the incident or close call.
 2. Notify the Industrial Safety Department, 544-0046.
 3. Notify the COTR.
 4. The Industrial Safety Department will determine if a follow-up mishap report, NASA Form 1627, is required to be submitted within 10 days in accordance with MWI 8621.1.
- C. Mishap Board Report: Report shall be completed after completion of mishap investigation in accordance with MWI 8621.1.

(End of clause)

H.11 SITE LOCATION

The intent of this contract is to procure Center Operation Support Services for the Marshall Space Flight Center. On occasion, however, it may be required that work be performed at other facilities within MSFC's mission responsibilities. Contractors shall submit any cost variations caused by work at locations other than MSFC for that FWR or DO cost proposal.

(End of Clause)

H.12 HOURS OF WORK

Unless otherwise specified, the core working hours are 7:00 a.m. to 4:00 p.m., Monday through Friday. The holidays listed in NASA 18-52.242-72 OBSERVANCE OF LEGAL HOLIDAYS (SEPTEMBER 1989) shall be non-core workdays.

The Contractor shall obtain approval for any deviation from the core working hours or days by submitting a written request to be received at least 72 hours in advance, to the assigned technical monitor. No work shall be performed without such approval except for safeguarding life or property, however, the COTR may authorize other emergency deviations.

The Contractor shall participate in various NASA-wide or Center-wide activities that may disrupt the Contractor's planned work schedule. Historically, these disruptions are approximately 16 man hours per year, per individual. An example of this is the NASA-wide Performance Evaluation Profile (PEP) survey. This survey is used to assess employees general knowledge related to safety. In those instances where the Contractor's schedule is disrupted, the Contractor may justify revising the work schedule to the COTR. This adjustment shall not exceed ten working days.

In the event of severe weather conditions, the MSFC may suspend operations. When MSFC is closed due to weather conditions, no work shall be performed without approval of the COTR, and coordinated with the Protective Services Department.

(End of Clause)

H.13 SECURITY REQUIREMENTS

All Contractor personnel, including subcontractors, will comply with MPG 1600.1 MSFC Security Procedures and Guidelines (as amended). Copies may be obtained from the MSFC Documentation Repository, Building 4491.

All Contractor Personnel, including subcontractors, working on the MSFC or its off site facilities must be U.S. citizens or Government approved foreign nationals, approved in accordance with NPG 1371.2. Unauthorized personnel will be removed from the Center.

All Contractor personnel, including subcontractors, are required to have a MSFC identification (ID) badge in their possession at all times while on the Center, or its off-site facilities. The ID badge will be displayed at all times unless otherwise restricted by special safety or security measures. Upon request, all Contractor-provided vehicles on Center will be identified with a service vehicle permit approved and issued by the Protective Services Department. Personnel and vehicles not properly identified will be removed from the Center. All personnel operating motor vehicles on the MSFC will comply with the Army MICOM Regulation 210-2, Alabama State Vehicular and Pedestrian Traffic Laws, and the instructions contained in Chapter 13 of MPG 1600.1. Personnel involved in a motor vehicle accident on the Center will immediately report the accident to the Contractor operated Protective Services Control Center (PSCC), at 4-HELP (4-4357), select appropriate option. Identification badges and vehicle passes must be

strictly controlled. Lost, missing, or stolen badges or passes will be reported to the PSCC immediately for investigation. All badges must be returned to the Protective Services Department upon completion of the contract.

All known, obvious, or identifiable security violations, breaches, or suspicious activity will be immediately reported to the Protective Services Department, 4-4534.

(End of Clause)

H.14 ENVIRONMENTAL PROTECTION

The Contractor shall comply with all Federal, state and local laws and regulations pertaining to environmental compliance together with all provisions listed in the Technical Specifications for Renovations, Modifications, and Construction (TSRC-4).

- A. Hazardous and Controlled Waste Generation (MWI 8550.1 Waste Management): During performance of the contract, various materials may be procured which will result in the generation of hazardous and/or controlled wastes. These hazardous waste are defined by the Alabama Department of Environmental Management regulations. The Contracting Officer will furnish specific waste collection criteria prior to start of work. The Contractor is responsible for coordinating all waste generation activities with the Environmental Engineering Department Environmental Support Contractor who shall arrange for transport and disposal of all hazardous and controlled waste off MSFC property.
- B. Hazardous Material Reporting (MWI 8550.5, Hazardous Materials Compliance Program): If during performance of this contract, the Contractor brings any hazardous material (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the MSFC, a completed MSFC Form 4099 (MSFC Chemical Inventory Addition) shall be immediately forwarded to the address on the form. A copy of the Material Safety Data Sheet shall be forwarded to Occupational Medicine and Environmental Health Services (OMEHS).
- C. Pollution Prevention (NPG 8820.1, Pollution Prevention Program): During the performance of this contract, the Contractor shall implement pollution prevention in day-to-day activities. The Contractor shall actively implement the Pollution Prevention Act to reduce hazardous chemicals usage, hazardous waste generation, solid waste generation, conserve energy, and preserve natural resources at MSFC.

- D. Storm Water Pollution Prevention (MWI 8550.2, Storm Water Management): During the performance of this contract, the Contractor shall comply with AD10-OWI-001 "MSFC Consolidated Environmental Response Plan (CERP)." Depending on the Contractor operations, documented storm water inspection may be required on a daily/weekly/monthly basis such that MSFC is in compliance with the Alabama Department of Environmental Management National Pollutant Discharge Elimination System permit requirements.
- E. Air Compliance (MWI 8550.4, Air Emission Compliance): During the performance of this contract, the Contractor shall comply with MWI 8550.4 and the requirements of the MSFC Title V Air Permit. Depending on Contractor operations, documented air inspections may be required on a routine basis.
- F. Other Laws and Regulations: Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and Local Laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material, hazardous waste, pollution prevention and storm water prevention; or with other clauses regarding hazardous materials, hazardous waste, pollution prevention and storm water pollution prevention which may be contained in the contract.
- G. Contractor Liability: The Contractor is not liable for pre-existing environmental conditions under this contract.

(End of Clause)

H.15 ELEVATORS

Any temporary use of an existing elevator, in performance of COSS duties, shall be by arrangement with the COTR. Such use will be of an intermittent nature. The Contractor shall provide and maintain suitable and adequate protection covering as approved by COTR for the elevator machinery, the hatchway entrance, and the interior of the elevator during the period of temporary use. Loads in excess of the rated capacity of the elevator will not be permitted.

(End of Clause)

H.16 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

All items having any apparent historical or archaeological interest that are discovered in the course of any COSS activities shall be carefully preserved. The

Contractor shall leave the archaeological find undisturbed, and shall immediately report the find to the COTR so that the proper authorities may be notified.

(End of Clause)

H.17 VEHICLES

Use of Contractor and Contractor employee vehicles on MSFC shall be subject to MSFC vehicle regulations. No major maintenance of Contractor vehicles shall be allowed on Center. Parking of Contractor equipment, trucks, etc., shall be as approved and assigned by the COTR. To reduce theft hazards, the Contractor shall not leave vehicle keys inside unattended vehicles.

(End of Clause)

H.18 MEASUREMENT VERIFICATION

All measurements of work under the contract shall be measured to the nearest whole unit (to the nearest square foot, to the nearest linear foot, etc.). The Contractor is responsible for verifying the dimension of all existing work to which work will be connected.

(End of Clause)

H.19 CONTRACTOR ACCESS TO MSFC AND DELIVERIES

Delivery of all materials required and ordered by the Contractor for performance of the effort required under this contract shall be scheduled to arrive at the Marshall Space Flight Center between the hours of 7:30 am and 3:00 p.m. Monday through Friday. After-hours deliveries may be made under special circumstances coordinated in advance. All delivery trucks shall typically enter through Gate 1 (except under special conditions) located on the east end of Martin Road. Under a heightened security posture, a detailed security inspection is conducted. The Contractor shall advise delivery companies in advance of Redstone Arsenal security and inspection requirements to prevent unnecessary delays or problems. The Contractor's superintendent or other authorized official shall be on-site to receive deliveries. The Government will not be responsible for acceptance of delivered material.

(End of Clause)

H.20 PARTNERING

The Government intends to encourage a partnership with the Contractor. This partnership will draw on the strengths of each organization to identify and achieve reciprocal goals. The objective is effective and efficient contract performance,

intended to achieve completion within budget, on schedule, and in accordance with the plans and specifications.

This partnership will be bilateral, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

H.21 RESERVED

H.22 SERVICE CONTRACT ACT

This solicitation and resulting contract are subject to the statutory provisions of the Service Contract Act of 1965, as amended (FAR 52.222-41), and the implementing regulations of the Act outlined in Title 29 Code of Federal Regulations, Part 4.

As a prospective bidder/contractor you are liable for the proper interpretation, application, implementation, and administration of the mandatory provisions of this Act. Therefore, it is imperative that you take appropriate action when preparing your proposal, to assure compliance and ensure that your corporate policies are congruous with the spirit and intent of these laws.

(End of Clause)

H.23 NATIONAL LABOR RELATIONS ACT

The selected Contractor shall be required to comply with the requirements of the National Labor Relations Act. Further, MSFC encourages contractors with collective bargaining agreements to become actively involved in the Area Labor-Management Relations Council sponsored jointly by the Marshall Space Flight Center and the Federal Mediation and Conciliations Service. Most of the incumbent Contractor's "service employees" are represented by the following collective bargaining representatives (unions):

North Alabama Building Trades Council (A consortium of 8 unions):
(1) International Union of Operating Engineers, Local 320; (2) Bricklayers and Allied Craftworkers, Local 15; (3) United Association Plumbers and Steamfitters, Local 377; (4) Laborers International Union of North America, Local Union 366; (5) Sheet Metal Workers International Association, Local 48; (6) International Brotherhood of Electrical Workers, Local 558; (7) United Brotherhood of Carpenters and Joiners of America, Local 1274; and (8) International Brotherhood of Painters and Allied Trades, Local 1293).
[Lance Blackstock, Building Trades President, telephone number (256) 383-4661/2279].

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International Union of Electronic, Electrical, Salaried, Machine & Furniture Workers AFL-CIO, Local Union 783 [Ernest Miller, President, telephone number (256) 544-8294].

As a Government contracting activity, we recognize the rights afforded these individuals by the National Labor Relations Act. Therefore, the successful Contractor agrees to maintain practices that are congruous with these mandatory provisions of law.

(End of Clause)

H.24 RESERVE GATE PROCEDURES - ONE-GATE PLAN

In the event of a labor dispute, the Government may restrict the ingress and egress of the Contractor's suppliers to a specific gate. The Contractor agrees to have employees rebadged (if necessary) and to direct them and the suppliers to utilize only the gate designated in the reserve gate/one-gate procedures.

(End of Clause)

H.25 APPLICABILITY OF SECTION CLAUSES TO SUBCONTRACTS

In the event the Contractor enters into subcontract(s) for performance of any of the services required under the Statement of Work of this contract, the Contractor hereby agrees that, in addition to all other requirements, the intent and purpose of the following contract clauses will be incorporated in any such subcontract(s).

Title

- F.7 Option to Extend the Term of the Contract
- G.2 Contractor Employee Badging and Employment
Termination Clearance
- G.4 List of Available Installation-Owned Property and Services
- H.2 Asbestos Material
- H.7 Observance of Legal Holidays
- H.14 Environmental Protection
- H.23 Labor Standards Requirements

(End of Clause)

H.26 SAFETY PERFORMANCE EVALUATION

1. **CONTRACTOR RESPONSIBILITY.** The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved

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Contractor's Safety and Health Plan and applicable Data Requirement Documents (987SA-001, 987SA-002, 987SA-003, and 987SA-004) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct a quarterly self-evaluation based on these criteria. The CO/COTR, in coordination with the MSFC Safety Office, will validate the Contractor's self-evaluation. Every quarter, the agreed score will be used to assess performance appropriately—positive or negative. For the purpose of assessing the quarterly score, the Contractor and the CO/COTR, in coordination with the MSFC Safety Office, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the Contracting Officer from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

2. **EVALUATION CRITERIA.** Contractor self-evaluation and Government validation will be based on the applicable elements and subelements of the MSFC safety program shown below. Specific criteria are shown on Attachment 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

Management Commitment and Employee Involvement (ELEMENT 1)

Documented Safety Policy and Goals
Safety Committees
Safety Meetings
Subcontractor Safety
Resources
Access to Professional Safety Staff
Accountability (Disciplinary Program)
Annual Evaluation

Hazard Prevention and Control (ELEMENT 3)

Hazard Identification Process
Facility and Equipment Maintenance
Emergency Program and Drills
Emergency Medical Care Program
Personal Protective Equipment
Health Program

Safety and Health Training (ELEMENT 4)

System and Worksite Hazard Analysis (ELEMENT 2)

Complete and Update Baseline Surveys
Perform Analysis of New Work
Job Hazard Analysis/Process Review
Self-Inspections
Employee Hazard Reporting
Mishap/Close Call Investigation
Injury/Illness Rates

Employee
Supervisor
Manager

3. PERFORMANCE RECOGNITION. Contractor performance will be recognized as follows:

- **Level I**-Annual rating score of ≥ 36 based on the average of the quarterly assessment scores, and a Lost-Time Incident Rate (LTIR) $\leq 50\%$ of the LTIR for the applicable Standard Industrial Classification (SIC) rate.

*Formal award with public recognition.
Appropriate past performance referral provided.*

Exception: Contractors with less than 100 employees located onsite MSFC. To be rated in Level I, the Contractor shall have no lost time injuries during the past year.

- **Level II**-Annual rating score of ≥ 28 based on the average quarterly assessment score, and a Lost-Time Incident Rate (LTIR) $<$ the applicable Standard Industrial Classification (SIC) rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.

*Formal letter of commendation.
Will impact contract evaluation and past performance referrals.*

Exception: Contractors with less than 100 employees located onsite MSFC. To be rated in Level II, the Contractor shall have no more than one lost time injury during the past year.

- **Level III**-Quarterly rating score of ≤ 16 or a Lost Time Incident Rate (LTIR) $>$ the Standard Industrial Classification (SIC) rate.

*Formal letter expressing concern.
Corrective Action Plan requested.
Data placed in Past Performance Database.
Failure to improve could result in contract options not being exercised.*

Exception: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given to a contractor having greater than two lost time injuries during the past year.

- If contractor's Safety Performance evaluation does not fall within the above categories.

No recognition.

NOTE: The most current Department of Labor SIC rate, effective at the beginning of the annual evaluation period, will be utilized for LTIR evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. EVALUATION PROCESS.

The evaluation process will be based on the major elements and their subelements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct quarterly self-assessment and assign numerical score to each element.
- Contractor self-assessments will address compliance with their approved Safety and Health Plan.
- Contractor to have self-assessment validated by CO/ COTR and S&MA Office.
- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

6. SAFETY METRIC REPORTING.

The Contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

The Contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

7. FAILURE TO REPORT

If the Contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

Safety Performance Evaluation

Evaluation Criteria and Performance Recognition

EVALUATION CRITERIA

- Management Commitment and Employee Involvement
- System and Worksite Hazard Analysis
- Hazard Prevention and Control
- Safety and Health Training

PERFORMANCE RECOGNITION

Score	≥ 36 points (Annual Score)	≥ 28 points (Annual Score)	≤ 16 points (Quarterly Score)
LTIR	<u>and</u> $\leq 50\%$ of the LTIR for the applicable SIC rate Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no</u> lost time injuries during the past year.	<u>and</u> $<$ the applicable SIC rate Exception: Contractors with less than 100 employees located onsite MSFC shall have <u>no more than one</u> lost time injury during the past year.	<u>or</u> $>$ the applicable SIC rate Exception: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given when <u>greater than two</u> lost time injuries are reported during the past year.
Grade Levels	I	II	III
Recognition	Formal award publicly recognized. Appropriate Past Performance referrals provided.	Formal letter of commendation – will impact contract evaluation and past performance. (Score must either be the same score or and higher from the last evaluation.)	Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database. Failure to improve could result in Contract Options not being exercised.

NOTE: If the Contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided.

▪ Deductions

- Failure to report information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1), on a monthly basis, will result in a deduction of \$1,000 for each occurrence of failure to report. Information to be reported includes items listed in paragraph 6 of the clause.

Attachment 1

Safety Health (S) Management Implementation Guide and Assessment Matrix

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates "best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All subelements fully in place and functioning well for at least one year.	All programs and subelements fully functioning for one year. Strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All subelements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All subelements in place, employees actively participating.	All programs and subelements in place and functioning.	All training processes established, management initial training complete.
8	One subelement not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All subelements functioning, employee participation growing.	At least five subelements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two subelements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five subelements functioning and remainder established.-	+At least four subelements functioning, remaining two developing.	Management and supervisor training in process, specialized training in process.
6	All subelements in process or in place. Strong management leadership and commitment begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four subelements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening. Emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.
5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All subelements established, employees beginning to participate.	Rules written, medical and safety programs developing. Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric	All processes being established, involvement and awareness	At least five subelements initiated including self-assessment,	Rules in process, emergency preparedness program being	Training development in process, specialized training established.

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	systems being developed, incentive/recognition system in process.	enhancement growing.	hazard reporting, mishap close call investigations.	developed.	Mandatory training in process
3	Generally good management commitment and leadership, implementation plans approved for all elements	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employee	Medical program initiated, safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all subelements, at least two subelements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Subelements have not been established to any significant extent, management leadership is lacking, little or no employee participation	No committees, little or no employee involvement, no process, little process planning.	Two or fewer subelements established, no self-inspection, shallow accident investigation process.	Few or no programs or subelements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.

(End of Clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The full text of a clause may be accessed electronically at the following addresses:

FAR Clauses: <http://www.arnet.gov/far/>

NASA FAR Supplement Clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

NOTICE: The following clauses are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES

<u>Clause No.</u>	<u>Title</u>
52.202-1	DEFINITIONS (DEC 2001)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 1999)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT
1997)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

52.219-9 SMALL BUSINESS SUBCONTRACT PLAN (JAN 2002) – ALTERNATE II
(OCT 2001)

52.219-16 LIQUIDATED DAMAGES – SMALL BUSINESS SUBCONTRACTING
PLAN (JAN 1999)

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -
DISADVANTAGED STATUS AND REPORTING (OCT 1999)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-3 CONVICT LABOR (AUG 1996)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT --
OVERTIME COMPENSATION
(SEP 2000)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE
VETERANS (DEC 2001)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN
1998)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND
VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE
VETERANS (DEC 2001)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT --
PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
(MAY 1989)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
(APR 1998)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT
FOR EPA-DESIGNATED PRODUCTS (AUG 2000) (Insert in (b)(2)
"AD10/ENVIRONMENTAL ENGINEERING DEPARTMENT, MARSHALL
SPACE FLIGHT CENTER, AL 35812")

52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
 52.225-1 BUY AMERICAN ACT - SUPPLIES (MAY 2002)
 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
 INFRINGEMENT
 (AUG 1996)
 52.227-14 RIGHTS IN DATA – GENERAL (JUN 1987) -- AS MODIFIED BY NASA
 FAR SUPPLEMENT 1852.227-14
 52.227-19 COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS (JUN
 1987) -- AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-19
 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN
 1997)
 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
 52.229-5 TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR
 PUERTO RICO (APR 1984)
 52.232-1 PAYMENTS (APR 1984)
 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR
 CONTRACTS (FEB 2002) (INSERT "30TH DAY" IN PARAGRAPH (2))
 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
 52.232-9 LIMITATIONS ON WITHHOLDING OF PAYMENTS (APR 1984)
 52.232-11 EXTRAS (APR 1984)
 52.232-16 PROGRESS PAYMENTS (FEB 2002) (INSERT "85%" IN PARAGRAPH A,
 (1) & (2))
 52.232-17 INTEREST (JUN 1996)
 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
 52.232-25 PROMPT PAYMENT (FEB 2002)
 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN
 CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
 52.233-1 DISPUTES (DEC 1998) – ALTERNATE I (DEC 1991)
 52.233-3 PROTEST AFTER AWARD (AUG 1996)
 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
 VEGETATION (APR 1984)
 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
 52.242-13 BANKRUPTCY (JUL 1995)
 52.243-1 CHANGES -- FIXED PRICE (AUG 1987) -- AS MODIFIED BY NASA FAR
 SUPPLEMENT 1843.205 – ALTERNATE II (APR 1984) (INSERT "60
 DAYS" IN LIEU OF "30 DAYS" IN PARAGRAPH (C))
 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR HOURS (SEP 2000)
 52.244-2 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (AUG 1998) (INSERT
"EXCEEDING \$500,000" IN PARAGRAPH (E))
 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) -

	ALTERNATE I (1984)
52.246-20	WARRANTY OF SERVICES (MAY 2001)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (JUN 2000)
52.248-1	VALUE ENGINEERING (FEB 2000)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) <u>SHORT FORM</u> (APR 1984)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

B. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause No.</u>	<u>Title</u>
1852.204-76	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUL 2002)
1852.215-84	OMBUDSMAN (JUN 2000) (INSERT MSFC AXEL ROTH (256) 544-0451)
1852.216-80	TASK ORDERING PROCEDURE (OCT 1996) - ALTERNATE I (OCT 1996)
1852.219-74	USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
1852.219-75	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING REPORTING (MAY 1999)
1852.219-76	NASA 8 PERCENT GOAL (JUL 1997)
1852.223-70	SAFETY AND HEALTH (APR 2002)
1852.223-71	FREQUENCY AUTHORIZATION (DEC 1988)
1852.228-75	MINIMUM INSURANCE COVERAGE (OCT 1988)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
1852.243-71	SHARED SAVINGS (MAR 1997)

I.2 THE FOLLOWING CLAUSES ARE ATTACHED IN FULL TEXT

<u>Clause No.</u>	<u>Title</u>
52.204-1	APPROVAL OF CONTRACT (DEC 1989)
52.216-18	ORDERING (OCT 1995)
52.216-19	ORDER LIMITATIONS (OCT 1995)
52.216-22	INDEFINITE QUANTITY (OCT 1995)
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001) - ALTERNATE I (OCT 1998) - ALTERNATE II - (OCT 1998)
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
52.222-47	SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)
52.223-11	OZONE DEPLETING SUBSTANCES (MAY 2001)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)
52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

I.3 APPROVAL OF CONTRACT (52.204-1) (DEC 1989)

This contract is subject to the written approval of the Procurement Officer and shall not be binding until so approved.

I.4 ORDERING (52.216-18) (OCT 1995)

- A. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the end of contract performance.
- B. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- C. If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by

facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.5 ORDER LIMITATIONS (52.216-19) (OCT 1995)

- A. Minimum Order. When the Government requires supplies and services covered by this contract in an amount of less than \$20, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- B. Maximum Order. The Contractor is not obligated to honor any order for a single item in excess of \$1,000,000.
- C. If this is a requirements contract (i.e. includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph B., of this section.
- D. Notwithstanding paragraphs B. and C. of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph B., unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to perform the requested services and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.6 INDEFINITE QUANTITY (52.216-22) (OCT 1995)

- A. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- B. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- C. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- D. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **30 calendar days after the effective period ends.**

(End of Clause)

I.7 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (52.219-4) (JAN 1999)

- A. Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- B. Evaluation preference.
 - 1. Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
 - 2. The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

3. A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- C. Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
- ☐ Offeror elects to waive the evaluation preference.
- D. Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-
1. Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 2. Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 3. General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
 4. Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- E. A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph D. of this clause will be performed by the HUBZone small business participant or participants.

- F. A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.8 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (52.219-23) (MAY 2001)

- A. Definitions. As used in this clause-

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

1. It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
2. It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

3. Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

B. Evaluation adjustment.

1. The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except-
 - (i) Offerors from small disadvantaged concerns, that have not waived the adjustment, whose address is in a region for which an evaluation adjustment is authorized;
 - (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
 - (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
 - (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
 - (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
2. The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply

other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

- C. Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

☐ Offeror elects to waive the adjustment.

- D. Agreements.

1. A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-
 - (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
2. A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.9 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and

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fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

A. Classification, Grades and Rates

<u>Employee Classification</u>	<u>Grade</u>	<u>Rates (dollars)</u> <u>Including</u> <u>Fringe Benefits</u>
Boiler Tender	25010 (WG-10)	\$17.21
Computer Programmer II	03072	\$14.72
Driver Messenger	01070 (WG-5)	\$13.49
Inspector	99240	\$16.85
Key Entry Operator II	01132	\$9.46
Machinist Maintenance	235500 (WG-10)	\$17.21
Shipper/Receiver Clerk	21100 (WG-4)	\$12.69
Secretary I	01311	\$10.98
Secretary II	01312	\$11.88
Secretary III	01313	\$13.25
Word Processor I	01613	\$10.62
Truck Driver, Light Truck	31361 (WG-06)	\$14.24
Accounting Clerk II	01012	\$9.46
Accounting Clerk III	01013	\$10.62
Bricklayer (Mason)	WG-10	\$17.24
Carpenter, Foreman	WG-10	\$17.21
Carpenter, Maintenance	WG-09	\$16.46
Carpenter (Apprentice 2)	WG-07	\$14.99
Operating Engineers (Diesel/Crane Mech.)	WG-09	\$16.46
Electrician	WG-11	\$17.94
Electrician (Apprentice 1 year)	WG-05	\$13.49
Electrician (Apprentice 2 year)	WG-07	\$14.99
Electrician (Elevator Mechanic)	WG-11	\$17.94
Operating Engineers (Equipment Operator)	WG-09	\$16.46
Pipefitter (HVAC Mechanic)	WG-12	\$18.65
Pipefitter (HVAC Mechanic Apprentice 4)	WG-09	\$16.46

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years)		
Insulator	WG-09	\$16.46
Laborer	WG-03	\$11.58
Laborer Foreman	WG-02	\$10.46
Millwright	WG-11	\$17.94
Millwright (Foreman)	WG-09	\$21.67
Millwright (Apprentice 4 year)	WG-08	\$15.70
Painter, Foreman	WG-09	\$16.46
Painter	WG-08	\$15.70
Pipefitter	WG-10	\$17.21
Pipefitter (Apprentice 2 years)	WG-07	\$14.99
Pipefitter (Plumber)	WG-10	\$17.21
Pipefitter (Welder)	WG-10	\$17.21
Pipefitter Foreman	WS-09	\$21.67
Sheet Metal Worker	WG-10	\$17.21
Sheet Metal Worker (Apprentice 2 years)	WG-07	\$14.99
Utility Person	WG-04	\$12.69
Valve Specialist Lead	WL-11	\$19.79
Mechanic Facilities Technician	WG-11	\$17.94
Electrician Facility Technician	WG-11	\$17.94
Waster Water Treatment Technician	WG-11	\$17.94

B. Fringe Benefits (applicable to all classifications)

1. Health and Insurance
Life, accident and health insurance and sick leave program, 5.1 percent of basic hourly rate.
2. Holidays

a. New Year's Day	g. Columbus Day
b. Martin Luther King's Birthday	h. Veterans Day
c. President's Birthday	i. Thanksgiving Day
d. Memorial Day	j. Christmas Day
e. Independence Day	
f. Labor Day	
3. Vacation or Paid Leave
 - a. 2 hours of annual leave each week for an employee with less than 3 years of service.
 - b. 3 hours of annual leave each week for an employee with 3 but less than 15 years of service.
 - c. 4 hours of annual leave each week for an employee with 15 or more years of service.

4. Retirement

1-1/2 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of Clause)

I.10 SCA MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE TO SUCCESSOR CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR COLLECTIVE BARGAINING AGREEMENTS (CBA) (52.222-47) (MAY 1989)

An SCA wage determination applicable to this work has been requested from the US Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/Offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor or its subcontractors, and the following unions:

North Alabama Building Trades Council (A consortium of 8 unions:

(1) International Union of Operating Engineers, Local 320; (2) Bricklayers and Allied Craftworkers, Local 15; (3) United Association Plumbers and Steamfitters, Local 377; (4) Laborers International Union of North America, Local Union 366; (5) Sheet Metal Workers International Association, Local 48; (6) International Brotherhood of Electrical Workers, Local 558; (7) United Brotherhood of Carpenters and Joiners of America, Local 1274; and (8) International Brotherhood of Painters and Allied Trades, Local 1293).

International Union of Electronic, Electrical, Salaried, Machine & Furniture Workers AFL-CIO, Local Union 783

If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to Section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of Clause)

I.11 OZONE DEPLETING SUBSTANCES (52.223-11) (MAY 2001)

- A. *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as—
1. Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 2. Class II, including, but not limited to, hydrochlorofluorocarbons.
- B. The Contractor shall label products that contain or are manufactured with ozone- depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

WARNING Contains (or manufactured with, if applicable)

* _____, a _____ substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

(End of Clause)

I.12 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6) (MAY 2002)

- A. *Definitions.* As used in this clause "Commercial item" has the meaning contained in the clause at 52.202-1, Definitions. "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- B. To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- C. 1. The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction

of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUNE 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

2. While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

D. The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I.13 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)

A. The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

B. The use in this solicitation or contract of any NASA FAR Supplement clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I.14 SUBCONTRACTING GOALS

In the event this contract is extended beyond five years, the subcontracting goals shall be subject to re-negotiation.

(End of Clause)

**I.15 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (MSFC
52.252-90) (FEB 2001))**

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

[END OF SECTION]